

EXHIBIT H

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1 made and entered as of May blank, 2017, so May of 2017.

2 Q. Okay. And you do not know what date was
3 ultimately entered there where there's an underscore.

4 A. I don't know specifically with respect to this
5 document.

6 Q. Okay. But sometime in May 2017.

7 A. Yes. It's our normal business practice to do it
8 concurrently or time frame shortly thereafter the
9 acquisition occurs.

10 Q. And this is the License Agreement that you
11 mentioned earlier as memorializing U.S. -- Uniloc USA's
12 rights to the patents in suit as of May 2017; correct?

13 A. Yes.

14 Q. Are you aware of -- are you aware of any other
15 documents memorializing those rights?

16 A. No.

17 Q. Between May 16, 2017, when Uniloc Luxembourg
18 acquired the patents and March 28, 2018, did Uniloc USA
19 have any rights to or interests in the patents in suit
20 other than the ones discussed in and reflected in this
21 License Agreement?

22 A. None that I'm aware.

23 Q. Did Uniloc USA's rights to the patents in suit
24 change at all between May 2017, when this License
25 Agreement was entered into, and March 28, 2018, when

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1 Uniloc Luxembourg entered the Asset Purchase Agreement
2 with Uniloc 2017?

3 A. I'm sorry. You're asking about any changes?

4 Q. Any changes to Uniloc USA's rights during that
5 period.

6 A. I'm not aware of any -- any.

7 Q. Still focusing on the time period between
8 May 16, 2017, and March 28, 2018, Fortress Credit
9 Company also had an interest in the patents in suit
10 during that time; correct?

11 A. They had a interest as a lender, yes.

12 Q. So that would be a security interest?

13 A. Yes.

14 Q. And that interest was acquired pursuant to a
15 revenue sharing and note and warrant Purchase Agreement
16 and a related Security Agreement from December of 2014;
17 is that right?

18 A. Yes and no. To some extent, I should clarify.
19 In my mind, when we say Fortress, I mean, Fortress is a
20 big investment bank, big entity, so the lender who had
21 security interests in certain patents was not Fortress
22 per se but we referred to it as Fortress because it was
23 funds that were arranged by Fortress for Uniloc to use
24 for its working capital as debt. But I don't believe
25 Fortress itself was -- was part of these.

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1 MR. FOSTER: Going to mark the transcript as
2 attorneys' eyes only.

3 BY MS. ABENDSHIEN:

4 Q. You mentioned that it wasn't Fortress Credit
5 Company that was the precise entity that had the
6 interest.

7 Do you recall which entity it was or entities
8 that had interest in the patents in suit?

9 A. The specific legal name and entities who were
10 the lender or lenders that had security interests in the
11 patents in suit are named in each of the lending
12 agreements. I would probably be best off referring to
13 those Agreements to be accurate. But, for example, one
14 of the entities as some unusual name like CFEZDB
15 business some or other.

16 Q. And when you say the lending agreement, are you
17 referring to the revenue sharing and note and warrant
18 Purchase Agreement that I mentioned earlier?

19 A. Yes.

20 Q. Now, we discussed earlier how Uniloc Luxembourg
21 didn't acquire the patents in suit until May 2017;
22 correct?

23 A. Yes.

24 Q. But the December of 2014 Agreements with
25 Fortress or the other entities that you mentioned

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1 applied to patents that Uniloc Luxembourg might acquire
2 in the future as well; correct?

3 A. Yes.

4 Q. So, in other words, that's how Fortress and
5 these other entities, CF, et cetera, obtained a security
6 interest in the patents in suit. Yes?

7 A. Generally, that's correct.

8 MS. ABENDSHIEN: This was previously marked as
9 1012.

10 BY MS. ABENDSHIEN:

11 Q. Mr. Turner, before turning to this document, I'd
12 like to follow up with you on your previous response.

13 In response to my question, about how Fortress
14 and other entities, CF, et cetera, obtained a security
15 interest in the patents in suit, and this was pursuant
16 to the December 2014 Agreement, you said generally,
17 that's correct.

18 What was the part that wasn't correct?

19 A. There were subsequent amendments to the 2014
20 Agreement, December of 2014 Agreements, that became more
21 specific as to which patents that may be acquired in the
22 future would become -- or how the patents that would be
23 acquired in the future would be subject to the security
24 interest and Security Agreements provided under the
25 revenue sharing and note or Purchase Agreement.

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1 Q. And is it your understanding that these
2 amendments applied to any or all of the patents in suit?

3 A. The amendments were contemplating additional
4 acquisitions that would then become subject to the
5 Security Agreement requirements, yes.

6 Q. So it was pursuant to the amendments to the
7 original 2014 Agreement with Fortress and the CF
8 entities that those entities obtained a security
9 interest in the patents in suit. Is that a fair --

10 A. Yes.

11 Q. -- characterization?

12 A. Sorry. I spoke over you.

13 Q. Sorry. That would be a fair characterization.

14 A. That's the most accurate characterization.

15 Q. Okay. You were handed a moment ago what has
16 previously been marked as Exhibit 1012, Bates numbers
17 18279 to 18319.

18 Do you recognize Exhibit 1012 as a copy of the
19 conformed revenue sharing and note and warrant Purchase
20 Agreement dated as of December 30, 2014, and amended on
21 February 24th, 2015, May 27th, 2016, and May 15th, 2017?

22 A. Yes.

23 Q. For simplicity, I'm going to refer to this
24 exhibit as the revenue sharing agreement.

25 Does that make sense?

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1 A. Yes. We call it the RS and WPA.

2 Q. RS and WPA.

3 This is the agreement that we just discussed a
4 moment ago concerning the security interest that
5 Fortress and the CF entities obtained; correct?

6 A. Yes.

7 Q. And are you familiar with this Agreement?

8 A. I am.

9 Q. How are you familiar with it?

10 A. I believe I was key participant in representing
11 Uniloc's group of companies' interests in putting this
12 Agreement together, negotiating with Fortress side and
13 getting it finalized.

14 Q. Please turn with me to Page 18285 of the
15 document where it says 2.2, the notes.

16 Do you see that?

17 A. Yes.

18 Q. Okay. Under Section 2.2.1.1, the Agreement
19 states, on the closing date and from time to time
20 thereafter as provided herein and subject to
21 satisfaction of the conditions set forth in Section 3.1
22 and 3.2, the issuer agrees to issue and sell and each
23 purchaser agrees to purchase for an amount equal to the
24 original principal amount thereof and in accordance with
25 the percentages set forth on Schedule 2.1 notes in an

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